January 3, 2017, 8:30 A.M.
FIRST FLOOR – ROOMS H & I AUDITORIUM
DODGE COUNTY ADMINISTRATION BUILDING, JUNEAU, WI 53039

The meeting was called to order at 8:30 a.m. by Dodge County Executive Committee Chairman, Russell Kottke.

Members present: Berres, Frohling, Kottke, Maly, Marsik, Miller, and Schmidt.

Member(s) absent: None.

Others present: County Administrator Jim Mielke; County Clerk Karen Gibson; Emergency Management Director Amy Nehls; Deputy County Clerk Christine M. Kjornes; Assistant Corporation Counsel Kathilynne Grotelueschen; Land Resources and Parks Director Joyce Fiacco; Assistant Finance Director Eileen Lifke; Human Resources Director Sarah Eske(Hinze); Highway Commissioner Brian Field; Dodge County Sheriff Dale Schmidt; Clearview Administrator Jane Hooper; County Board Supervisor Harold Johnson; County Board Supervisor Jeff Caine; M3 Insurance Solutions Account Executive Pam Queoff; Wipfli Accountant Craig Tobin; Maas Brothers Company Project Manager Anthony Maas; Mass Brothers Company Risk Control/Human Resources Manager Eric Graf; and Watertown Daily Times Reporter Ed Zagorski.

Motion by Frohling, seconded by Miller, to approve the Agenda and allow the Chairperson to go out of order as needed to efficiently conduct the meeting. Motion carried.

Motion by Maly, seconded by Miller, to approve the December 5, 2016 minutes as presented. Motion carried.

County Clerk Karen Gibson provided an oral report to the Committee regarding the 2016 Presidential Election Recount. Ms. Gibson reported that the Presidential Recount began on Thursday, December 1, 2016, and ended on the evening of Monday, December 5, 2016, and the canvass board reconvened on the morning of Tuesday, December 6, 2016 to finalize the recount paperwork. Ms. Gibson further reported that 43,760 ballots were recounted, and the process of counting two reporting units at one time went very well. Ms. Gibson reported that the total cost to Dodge County was \$20,261.37, and this amount has been submitted to the Wisconsin Elections Commission. At this time, Dodge County is waiting for reimbursement from the State.

Ms. Gibson provided a brief oral report to the Committee regarding the January and February County Board meeting dates. Ms. Gibson reported that County Board Chairman Russell Kottke has cancelled the January 2017 County Board meeting. The next County Board meeting will be held on Wednesday, February 22, 2017 because the Spring Primary election is on Tuesday, February 21, 2017.

Ms. Gibson provided a brief oral report to the Committee regarding the Wisconsin Counties Association Legislative Exchange. Ms. Gibson reported that the Legislative Exchange will be held on February 7-8, 2017, and typically the County Board Chair and Vice-Chair attend. Ms. Gibson further reported that the registration fee is \$150.00, and is due by January 20, 2017.

Maas Brothers Construction Company Project Manager Anthony Maas provided an oral report to the Committee regarding a Resolution to authorize allocation of IRS Tax Code 179D Energy Efficient Commercial Building Tax Deduction to Maas Brothers Construction Company for the Henry Dodge Renovation Project. Mr. Maas reported that Maas Brothers Construction Company

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was recently informed of the 179D tax deduction relating to energy efficient commercial buildings, and Maas Brothers Construction Company is requesting the allocation of 179D tax deduction for the Henry Dodge Renovation Project. Wipfli Accountant Craig Tobin reported that a walk-through of the Henry Dodge Office Building and a review of the construction plans must be performed to determine if the Henry Dodge Office Building qualifies for the 179D tax deduction. Motion by Frohling, seconded by Maly, to approve and forward to the County Board for consideration at its February 22, 2017 meeting, a Resolution to authorize the allocation of 179D Energy Efficient Commercial Building Deduction to Maas Brothers Construction Company. Motion carried.

County Administrator Jim Mielke provided an oral report to the Committee regarding the use and the identification of county vehicles. Mr. Mielke reported that there have been concerns raised regarding the identification of county vehicles. Mr. Mielke further reported that the Highway Committee is scheduled to meet on January 12, 2017, and Highway Commissioner Brian Field will present a written policy regarding the use of take home vehicles. Supervisor Maly commented that there should be one county policy, not individual department policies. Supervisor Berres commented that county vehicle signage / identification should be consistent and at a minimum, have the Dodge County logo. Supervisor Maly distributed to the Committee members a draft six page policy entitled Dodge County Vehicle Policy, Draft 1.0, dated 01-03-17. The Committee continued with a discussion as to whether or not there should be a county-wide policy or individual department policies, and what type of markings or equipment would assist in making the county vehicles more visible. Dodge County Sheriff Dale Schmidt commented that if the Dodge County logo would be placed on the vehicles, it would need to be a larger size in order to have the desired effect of increased safety, and that reflective logos can be very costly. Supervisor Johnson commented that strobe lights would be an added safety feature if added to county vehicles. M3 Insurance Solutions Account Executive Pam Queoff reported that if a claim is filed involving a county-owned vehicle, the type of markings on the vehicle does not affect the coverage or if a claim will be paid. Ms. Queoff further commented that it is important to check Motor Vehicle Reports (MVR's) on individuals who drive county vehicles. Consensus of the Committee to have Administrator Mielke prepare a draft policy for the Human Resources and Labor Negotiations Committee to review at their January 17, 2017 meeting. Mr. Mielke will also discuss the draft policy at the Management Council meeting on January 24, 2017. Based upon feedback, an updated draft will be distributed to the Executive Committee prior to their February meeting, with a goal of discussion and consideration of the proposed policy to be held at the February 6, 2017 meeting. There was also consensus of the Committee that a policy would not require County Board approval.

Mr. Mielke reported to the Committee that the Claim for Damages submitted by Carole A. Schulte, wherein a Dodge County snow plow truck backed into a vehicle operated by Carole A. Schulte, will be paid as recommended by Wisconsin Municipal Mutual Insurance Company (WMMIC).

Mr. Mielke distributed to the Committee members a document listing Dodge County Insurance types, as well as the Insurer, the coverage limits, the policy period, and notes associated with the insurance type. Mr. Mielke indicated that the intent of this handout was to provide the Committee with an overview of the various insurance policies that Dodge County currently utilizes. Ms. Queoff reported that Forgery & Alteration coverage, Computer Fraud coverage, and Funds Transfer Fraud coverage have been added to the Employee Dishonesty Policy.

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The Committee had a discussion on the current role of the County Administrator, who supervises all department heads except Corporation Counsel. The Corporation Counsel is supervised by the Chairman of the County Board, and the Executive Committee acts as an advisory and policy-making body for the Office of Corporation Counsel. Assistant Corporation Counsel Kathilynne Grotelueschen reported that the language of the Wisconsin State Statutes is clear, and that §59.42(1)(a)-(b) of the Wisconsin Statutes state that the County Board can create the Corporation Counsel position, but the County Administrator appoints and supervises the Corporation Counsel. Motion by Frohling, seconded by Maly, to review and update the County Administrator contract, removing the language limiting the County Administrator's authority to appoint and supervise the Corporation Counsel, in order to comply with the Wisconsin State Statutes. Motion carried.

Emergency Management Director Amy Nehls provided an oral report to the Committee regarding a Resolution to complete the Simulcast Phase IV project. Ms. Nehls reported that the Simulcast Phase IV project will include the upgrade of the DOHWY 1 channel and the DOEM5 channel, and a price quotation has been received from Communications Service Wisconsin LLC, in the amount of \$322,285, for the installation of the new radio communications equipment. Ms. Nehls further reported that this is included in the 2017 Emergency Management budget. Motion by Miller, seconded by Marsik, to approve and forward to the County Board for consideration at its February 22, 2017 meeting, a Resolution to complete the Simulcast Phase IV project and to accept the price quotation from Communications Service Wisconsin LLC in the amount of \$322,285. Motion carried.

Ms. Kathilynne Grotelueschen provided an oral update to the Committee regarding the status of her review of contracts for various departments. Ms. Grotelueschen reported the following:

- 1) She is in the process of finalizing the terms of the agreement by and between the Dodge County Sheriff's Office and the Dodge County Emergency Response Team (DCERT); and,
- 2) She has completed the review and is waiting on signatures on a Professional Services Agreement from MSA Professional Services, Inc. (MSA), of Beaver Dam, Wisconsin, for the provision of professional services to the Land Resources and Parks Department in connection with a Community Development Block Grant program for improvements to housing units; and.
- 3) She is negotiating terms of an agreement with Otis Elevator and the Maintenance Department, for elevator maintenance; and,
- 4) She has reviewed and suggested revisions to Amendment 6 of an Agreement for Information Technology Services for the Dodge County Child Support Agency; and,
- 5) She has drafted an agreement by and between the Human Services and Health Department and the Paquette Center, to possibly share incentive funds from a Medicaid program; and,
- 6) She has reviewed and suggested revisions for services with the Sheriff's Office, regarding food services with Aramark, and health services with Correct Care Solutions; and,
- 7) She has reviewed a contract by and between the Emergency Management Department and IdentiSys, for the maintenance and repair services for an ID card printer.

Ms. Grotelueschen provided an oral update to the Committee regarding proposed changes to county meeting agendas and proper notice of committee meetings. Ms. Grotelueschen distributed to the Committee a Memo dated December 29, 2016, regarding the proposed changes to committee meeting agendas and the use of the Badke notice. Ms. Grotelueschen reported that in July of 2016,

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the Wisconsin Department of Justice, in a letter addressed to the Deputy District Attorney and the Corporation Counsel of Winnebago County, stated that the Badke notice used in Winnebago County would not be sufficient as proper notice when a quorum or a negative quorum of one committee attends a meeting of another committee. Ms. Grotelueschen further reported that the letter from the Wisconsin Department of Justice indicated that the proper way to notice a meeting when a quorum or a negative quorum of one committee attends a meeting of another committee, is to notice the meeting as a joint meeting of the two committees or have separate meeting notices for each committee. Ms. Grotelueschen also reported that she included a draft meeting notice with the memo that could be used and that would meet the requirements of the Wisconsin Open Meetings Law. Ms. Grotelueschen indicated that this type of meeting notice is not required for County Board meetings, and committee meetings may need to have a roll call of members which would be included in the minutes.

Mr. Mielke provided an oral update to the Committee regarding the proposed Economic Development Partnership Initiative with the Jefferson County Economic Development Consortium (JCEDC) and Glacial Heritage Development Partnership (GHDP). Mr. Mielke reported that Ms. Grotelueschen has drafted a Resolution, which was included in the packet materials for review, and he is requesting the Committee's feedback, with the intent to bring any changes to the February 6, 2017 Executive Committee meeting, and then forward to the County Board for consideration at their February 22, 2017 meeting. Mr. Mielke further reported that Executive Director of the JCEDC, Vicki Pratt, will provide a presentation to the County Board on the proposed Economic Development Partnership Initiative at the February 22, 2017 County Board meeting. Mr. Mielke reported that the JCEDC has the employees and the resources, and GHDP contracts with the JCEDC for staff. Ms. Grotelueschen indicated that Dodge County would be providing funds to the JCEDC to perform services for Dodge County and to a gain position on the GHDP Board, and clarified that the JCEDC is its own government entity. Mr. Mielke indicated that, due to the way it was organized, GHDP is not able to accept funds from a public entity.

Land Resources and Parks Director Joyce Fiacco reported that she anticipates Manager of Planning and Economic Development Dean Perlick will be resigning in March and he will be taking on a part-time position with the City of Fox Lake.

Chairman Kottke reported that he has no new information regarding the Proposed UW- Extension Reorganizational Plan.

Meeting adjourned at 10:45 a.m. by the order of the Chairman.

The next regular meeting is scheduled for Monday, February 6, 2017, at 8:30 a.m.

Jeff Berres, Secretary

Disclaimer: The above minutes may be approved, amended or corrected at the next committee meeting.

22 EAST MIFFLIN STREET, SUITE 900 MADISON, WI 53703 TULL FREE: 1.866.404.2700 PHONE: 608.663.7188 FAX: 608.663.7189

WWW.WICOUNTIES.ORC

WISCONSIN COUNTIES ASSOCIATION

MEMORANDUM

IN THE OFFICE OF COUNTY CLERK

TO:

County Clerks

JAN 202017

FROM:

Mark D. O'Connell, Executive Director

DODGE COUNTY, WIS.

DATE:

January 19, 2017

SUBJECT:

2017 WCA Regional Legislative Meetings

As the 2017-2018 Legislative Session is underway and we are weeks from the introduction of the 2017-19 state biennial budget, it is time for the Wisconsin Counties Association (WCA) to announce its Regional Legislative Meetings.

Enclosed please find several copies of a memo announcing the dates, times, and locations of our seven Regional Legislative Meetings that the WCA staff asks for your assistance in distributing to all county board supervisors, executives, and administrators.

Additional copies of the Regional Legislative Meetings mailing are enclosed for you to share with county constitutional officers and department heads within your county. All members of the county government family are welcome and encouraged to participate in the 2017 WCA Regional Legislative Meetings.

If you have any questions regarding the document requested for distribution, please contact Sarah Diedrick-Kasdorf, Deputy Director of Government Affairs, at 866.404.2700.

Thanks so much for all that you do for us during this busy time. Your help in reaching out to our members is greatly appreciated.

2017 REGIONAL LEGISLATIVE MEETINGS

WCA District	Date/Location	Counties in District
Southeast	Monday, March 13, 2017 9:00 a.m. – Noon Country Springs Hotel 2810 Golf Road Pewaukee, WI 53072	Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha
North Central	Wednesday, March 15, 2017 1:00 p.m. – 4:00 p.m. Menominee Casino Resort N277 Wisconsin 55 Keshena, WI 54135	Florence, Forest, Langlade, Lincoln, Marathon, Marinette, Menominee, Oconto, Oneida, Portage, Shawano, Vilas, Waupaca, Waushara, and Wood
East Central	Thursday, March 16, 2017 9:00 a.m. – Noon The Meadows Conference Center 850 Kepler Drive Green Bay, WI 54311	Brown, Calumet, Door, Fond du Lac, Kewaunee, Manitowoc, Outagamie, Sheboygan, and Winnebago
Southern	Monday, March 20, 2017 9:00 a.m. – 12:00 p.m. North Star Conference Center at Comfort Inn & Suites 5025 County Road V DeForest, WI 53532	Columbia, Crawford, Dane, Dodge, Grant, Green, Green Lake, Iowa, Jefferson, Lafayette, Richland, Rock, and Sauk
Northwest	Wednesday, March 22, 2017 1:00 p.m. – 4:00 p.m. Flat Creek Inn & Suites 10290 Highway 27 South Hayward, WI 54843	Ashland, Bayfield, Burnett, Douglas, Iron, Polk, Price, Rusk, Sawyer, Taylor, and Washburn
West Central	Thursday, March 23, 2017 9:00 a.m. – Noon Holiday Inn Eau Claire South 4751 Owen Ayres Court Eau Claire, WI 54701	Barron, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, and St. Croix
Western	Friday, March 24, 2017 9:00 a.m. – 12:00 p.m. Radisson Hotel La Crosse 200 Harborview Plaza La Crosse, WI 54601	Adams, Buffalo, Jackson, Juneau, La Crosse, Marquette, Monroe, Trempealeau, and Vernon

January 24, 2017 Draft #2 3:00 p.m.

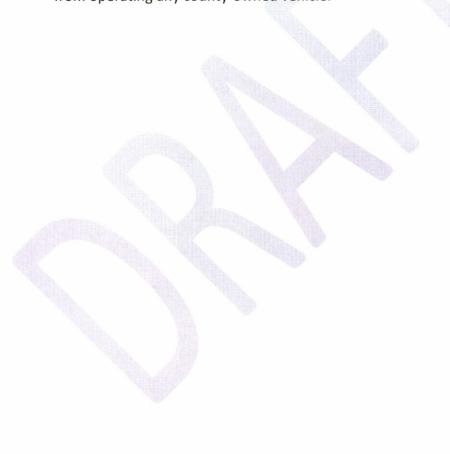
The objective of this County Vehicle Policy is to establish administrative regulations which standardize the procedures utilized by employees in the use of County-owned vehicles or privately owned vehicles in the conduct of official County business. The basic guideline of this policy shall be that the use of a county vehicle by an employee will be only for official county business.

- AUTHORITY: The Dodge County Board of Supervisors.
- APPLICATION: The regulations and procedures outlined in this policy statement are to apply to all County-owned vehicles assigned to individual departments (except for the Dodge County Sheriff's Office)
- 3. <u>Assignment of County-Owned Vehicles</u>: The Department Supervisor or Department Head shall assign County-owned vehicles, which have been assigned to its department, to its employees, volunteers or agents according to its own policy, procedures and departmental operational requirements.
- 4. Employees who operate a County-owned vehicle shall comply with the Dodge County Driver Qualification Policy.
- 5. The following rules and regulations are established as a supplement to all rules and regulations contained in this and other administrative and personnel policies. The rules and regulations contained herein apply to all County employees who are authorized to use a County-owned vehicle or who are compensated for the use of their privately-owned vehicle in the conduct of County business. Any employee in violation of these rules may be disallowed from using any County owned vehicle or privately owned vehicle on County business and shall be disciplined appropriately, up to and including discharge.

<u>Expense Reimbursement</u>: Employees requesting reimbursement for use of their personal vehicle for conducting county business shall comply with the Dodge County Expense Reimbursement Policy. The policy requires monthly submittal of reimbursement requests. Employee reimbursements shall be reviewed by the Dodge County Audit Committee.

<u>Personal Use of County Vehicles</u>. County employees shall refrain from making any personal use of county <u>issued</u> vehicles, except as permitted by Dodge County Ordinance Number 570.

- 6. Identification of County Owned Vehicles: County owned vehicles except certain law enforcement vehicles are to display marking(s) clearly identifying the vehicle is Operated by Dodge County. The minimum criteria includes a State of Wisconsin Municipal License Plate and the standard Dodge County logo. The County Administrator has the authority to approve individual written requests for exclusion from the identifying criteria. Exclusion requests shall be kept on file with the Dodge County Clerk's office.
- 7. <u>Non-Employees Operating a County Vehicle</u>. Employees are prohibited from allowing individuals who are not employees, volunteers or agents of Dodge County from operating any county-owned vehicle.



Zev D. Kianovsky
Asst. Corporation Counsel
(920) 386-3881
Julie K. Wilhelm
Asst. Corporation Counsel
(920) 386-3593
Kathilynne A. Grotelueschen
Asst. Corporation Counsel
(920) 386-4337

County of Dodge

Office of Corporation Counsel

127 E. Oak Street
Fourth Floor, Administration Bldg.
Juneau, WI 53039-1329
Fax (920) 386-3596

John F. Corey Corporation Counsel (920) 386-3592 Kelly L. Lepple
Secretary to Corporation Counsel
(920) 386-3590
Karen S. Schultz
Administrative Assistant
(920) 386-3964
Rachel E. Davison
Legal Secretary I
(920) 386-3591

MEMO

TO:

Dodge County Executive Committee

Dodge County Board of Supervisors

FROM:

Kathilynne A. Grotelueschen

Assistant Corporation Counsel

DATE:

January 17, 2017

RE:

Appointment and Supervision of Corporation Counsel

I have been asked to research whether, under Wisconsin law, a county board of supervisors, in a county having a county administrator, can delegate the authority to appoint and supervise corporation counsel to a committee of the board of supervisors. For the reasons discussed below, it is my opinion that, in a county having a county administrator, the county administrator has the exclusive statutory authority to appoint and supervise corporation counsel and this authority may not be shifted from the county administrator to a committee of the county board.

Wisconsin counties are legislative creatures and, as such, have only those powers that the legislature has provided by statute. *Jackson County v. State*, 2006 WI 96, ¶ 16, 293 Wis. 2d 497, 717 N.W.2d 713. The powers of a county board are governed by Wis. Stat. § 59.51, which in relevant part, states:

The board of each county shall have the authority to exercise any organizational or administrative power, subject only to the constitution and any enactment of the legislature which grants the organizational or administrative power to a county executive or county administrator or to a person supervised by a county executive or county administrator or any enactment which is of statewide concern and which uniformly affects every county.

WIS. STAT. § 59.51(1) (emphasis added). Thus, a county board's powers are limited to the extent that the legislature grants specific powers to a county executive or county administrator. Further, Wisconsin courts have long held that, "[s]tatutory powers and duties conferred upon a county officer cannot be narrowed, enlarged, or taken away by a county board unless the legislature has authorized such action." Harbick v. Marinette Cty., 138 Wis. 2d 172, 179, 405 N.W.2d 724, 727

(Ct. App. 1987). In counties having a county administrator, the Wisconsin Legislature has expressly conferred the power to appoint and supervise corporation counsel upon the county administrator. Consequently, in such counties, the county board lacks the power to appoint and supervise corporation counsel and cannot remove such power from the county administrator.

The duties and powers of the county administrator are found in Wis. Stat. § 59.18(2). That section states, in part, that the duties and powers of the county administrator shall be to:

Appoint and supervise the heads of all departments of the county except those elected by the people and except where the statutes provide that the appointment shall be made by elected officers; but the county administrator shall also appoint and supervise all department heads where the law provides that the appointment shall be made by a board or commission, by the chairperson of the county board or by the county board. Notwithstanding any statutory provision that a board or commission supervise the administration of a department, the department head shall supervise the administration of the department and the board or commission shall perform any advisory or policy-making function authorized by statue. Any appointment by the county administrator under this paragraph requires the confirmation of the county board unless the board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63. Any department head appointed by a county administrator under this paragraph may be removed at the pleasure of the county administrator unless the department head is appointed under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63.

WIS. STAT. § 59.18(2). Aside from this legislative grant of authority to appoint and supervise the non-elected heads of all departments generally, Wis. Stat. § 59.42, governing corporation counsel, specifically provides the county administrator with the exclusive authority to appoint and supervise corporation counsel. That section states:

- (a) Except as provided under par. (b), in counties not having a population of 500,000 or more, the board may employ a corporation counsel, and fix the salary of the corporation counsel. The corporation counsel appointed under this paragraph may be terminated at any time by a majority vote of all the members of the board.
- (b) In any county with a county executive or county administrator, the county executive or county administrator shall have the authority to appoint and supervise the corporation counsel if the board authorized the establishment of the office of corporation counsel. Such appointment shall be subject to confirmation of the board unless the board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52(8) or ch. 63. The corporation counsel may be removed by the county executive or county administrator with the concurrence of the board unless the corporation counsel is appointed under such an examination procedure.

WIS. STAT. § 59.42(1)(a)-(b) (emphasis added). Thus, in counties that do not have a county executive or county administrator, the county board has the authority to appoint and supervise the corporation counsel. However, once a county has chosen to employ a county administrator, the statutes give the county administrator the exclusive authority to appoint and supervise the corporation counsel if the county board establishes the office of corporation counsel. OAG 01-10, 2010 WL 33675 (Wis.A.G.); See Karow v. Milwaukee Co. Civil Serv. Comm'n, 82 Wis.2d 565, 570, 263 N.W.2d 214 (1978) ("The general rule in interpreting statutory language is that "the word 'shall' is presumed mandatory when it appears in a statute.").

As the county board's organizational and administrative powers are limited by legislative acts granting specific powers to a county administrator, and the legislature has specifically granted the county administrator the power to appoint and supervise the corporation counsel, the county board would be acting outside of its authority if it, or a committee thereof, acted to appoint or supervise the corporation counsel. Further, because the statutory powers and duties conferred upon a county officer, such as the county administrator, cannot be narrowed or taken away by a county board, a county board in a county with a county administrator cannot reassign the county administrator's exclusive authority to appoint and supervise the corporation counsel. Consequently, in Dodge County, the County Administrator has the sole authority to appoint the corporation counsel, subject to confirmation by the Board of Supervisors, and the sole authority to supervise the corporation counsel. This authority cannot be reassigned to the Executive Committee.

Please do not hesitate to contact this office if you have questions or concerns regarding this information.



HUMAN RESOURCES DEPARTMENT

Sarah Eske, Human Resources Director 127 East Oak Street, Juneau, WI 53039 (920)386-3690 – FAX (920)386-3545

MEMO

Date: January 31, 2017

To: Executive Committee Members

From: Sarah Eske

RE: Corporation Counsel Reporting Structure

Hello,

A survey was sent out to the Human Resources Department of the Counties who have a County Administrator structure. All of the responding Counties indicated that the Corporation Counsel position reports directly to the County Administrator. The responding Counties were, Jefferson, Washington, Door, Chippewa, Rock, Monroe, Eau Claire, Baron, Marathon and Dunn.

Please feel free to contact me at your earliest convenience if you have any questions. I can be reached at 920-386-3692.

Thank you.

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN MEMBERS.

WHEREAS, by means of Resolution No. 08-44, adopted by the Dodge County Board of Supervisors on August 19, 2008, the Dodge County Board of Supervisors appointed James E. Mielke as Dodge County Administrator, effective September 22, 2008, and approved, endorsed, and ratified a proposed *County Administrator Employment Agreement*, which was subsequently executed by Dodge County and James E. Mielke, and is dated August 26, 2008; and,

WHEREAS, the Executive Committee recommends that the County Administrator Employment Agreement, Dated August 26, 2008, be amended as follows:

1. That the provision within Section 1 of the Contract entitled "APPOINTMENT, DUTIES AND RESPONSIBILITIES" be amended to read as follows:

"APPOINTMENT, DUTIES AND RESPONSIBILITIES

The County Administrator shall be appointed by majority vote of the entire membership of the County Board of Supervisors. County agrees to employ Employee as its County Administrator. Employee's first day of employment as County Administrator is anticipated to be September 22, 2008 but may be modified by agreement of both parties. Employee agrees to serve as County Administrator in accordance with the terms of this Agreement, State Statutes, except as otherwise provided herein, and County ordinances and policies and to perform such other legally permissible and proper duties and functions as the County Board of Supervisors and/or Executive Committee shall from time to time assign, including those duties and responsibilities set forth in the County Administrator position description.

Such duties shall include the supervision of Dodge County department heads, however it is specifically agreed between the County and Employee that Employee shall not be responsible for the oversight or supervision or administration of the Office of Corporation Counsel or the Corporation Counsel. This limitation extends to appointment, supervision and removal as specifically listed in Section 59.42(1)(b), Wisconsin Statutes. This limitation shall not limit Employee's authority to supervise the heads of all departments as otherwise listed in Section 59.18(2)(b), Wisconsin Statutes. The Dodge County Executive Committee and ultimately the Dodge County Board of Supervisors shall be responsible for the oversight and supervision and administration of the Office of Corporation Counsel and the Corporation Counsel.

Employee agrees that in engaging in disciplinary action involving a department head, Employee shall communicate with the County Board Chair and the Committee Chair or Vice-chair at their earliest opportunity."

WHEREAS, the requested amendment has been set forth in writing in a document entitled Eighth Amendment To County Administrator Employment Agreement, Dated August 26, 2008, a copy of which has been attached hereto; and,

WHEREAS, the Executive Committee recommends that the Dodge County Board of supervisors approve the Eighth Amendment To County Administrator Employment Agreement, Dated August 26, 2008, and authorize and direct Russell Kottke, Chairman of the Dodge County Board of Supervisors, to execute the Eighth Amendment To County Administrator Employment Agreement, Dated August 26, 2008, on behalf of Dodge County;

SO, NOW, THEREFORE, BE IT RESOLVED, that the Dodge County Board of Supervisors hereby approves the Eighth Amendment To County Administrator Employment Agreement, Dated August 26, 2008, a copy of which has been attached hereto, and hereby authorizes and directs Russell Kottke, Chairman of the Dodge County Board of Supervisors, to execute the Eighth Amendment To County Administrator Employment Agreement, Dated August 26, 2008, on behalf of Dodge County.

All of which is respectfully submitted this 22nd day of February, 2017.

Dodge County Executive Committee:

Russell Kottke	Dennis R. Schmidt
Donna Maly	Joseph M. Marsik
MaryAnn Miller	Jeff Berres
David Frohling	

^{***}Additions in text are indicated by underline and bold-faced type; deletions by single-strikethrough. ***

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN MEMBERS:
WHEREAS, on, 2017, James Mielke, Dodge County Administrator,
appointed to the full-time, benefited position of Corporation Counsel.
appointed to the full-time, benefited position of <i>Corporation Counsel</i> , effective, 2017, at Step, of Labor Grade 15 of the Dodge County Wage
Schedule at a beginning annual salary equivalent to \$ per hour, and, in addition, fringe
benefits as approved by the Dodge County Human Resources and Labor Negotiations Committee, including 15 days of paid vacation, available upon employment, for use during the first year of employment; and,
WHEREAS, James Mielke and the Dodge County Executive Committee request the Dodge County Board of Supervisors to confirm this appointment;
SO, NOW, THEREFORE, BE IT RESOLVED, that the Dodge County Board of
Supervisors hereby confirms the appointment of to the full-time, benefited
position of Corporation Counsel, effective, 2017, at Step of Labor Grade 15 of the Dodge County Wage Schedule at a beginning annual salary equivalent to
Grade 15 of the Dodge County Wage Schedule at a beginning annual salary equivalent to
\$ per hour, and, in addition, fringe benefits as approved by the Dodge County Human
Resources and Labor Negotiations Committee, including 15 days of paid vacation, available upon

RESOLUTION NO. _____

All of which is respectfully submitted this 22nd day of February, 2017.

Dodge County Executive Committee:

David Frohling

employment, for use during the first year of employment.

Russell Kottke	Dennis R. Schmidt	
Donna Maly	Joseph M. Marsik	
MaryAnn Miller	Jeff Berres	

RESOLUTION NO.	

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN MEMBERS.

WHEREAS, the Dodge County Emergency Management Department received a check, in the amount of \$13,614.42, on October 3, 2016, from the Wisconsin Department of Emergency Management, which is a redistribution of 2015 Emergency Management Planning Grant (EMPG) funds; and,

WHEREAS, these funds are unallocated EMPG funds that the Wisconsin Department of Emergency Management receives, and, in turn, redistributes, to eligible Wisconsin counties, in an attempt to bring the counties closer to the 50 percent level of reimbursement of eligible salary and fringe benefit expenditures; and,

WHEREAS, on November 7, 2016, the Dodge County Executive Committee took formal action to approve the request of the Director of the Emergency Management Department to appropriate these funds to the 2016 Emergency Management Department Budget and to carry them over to the 2017 Emergency Management Department Budget; and,

WHEREAS, these funds, in the amount of \$13,614.42, have not yet been appropriated to the 2016 Emergency Management Department Budget; and,

WHEREAS, the Dodge County Finance Committee recommends that the Dodge County Board of Supervisors authorize and direct the Dodge County Finance Director to:

- 1. Appropriate to the 2016 Emergency Management Department Budget:
 - A. Excess revenues in the amount of \$13,614, received from the Wisconsin Department of Emergency Management, to Business Unit 2811, Emergency Management, Account No. .4222.281, Public Safety Grants, Emergency Management; and,
 - B. Expenditures in the amount of \$13,614, to Business Unit 2811, Emergency Management, Account No. .5299, Sundry Contractual Services; and,
- 2. Carry over funds in the amount of \$13,614 in the 2016 Emergency Management Department Budget in Business Unit 2811, Emergency Management, Account No. .5299, Sundry Contractual Services to the 2017 Emergency Management Department Budget in Business Unit 2811, Emergency Management, Account No. .5299, Sundry Contractual Services;

SO, NOW, THEREFORE, BE IT RESOLVED, that the Dodge County Board of Supervisors hereby authorizes and directs the Dodge County Finance Director to:

- 1. Appropriate to the 2016 Emergency Management Department Budget:
 - A. Excess revenues in the amount of \$13,614, from the Wisconsin Department of Emergency Management, to Business Unit 2811, Emergency Management, Account No. .4222.281, Public Safety Grants, Emergency Management; and,
 - B. Expenditures in the amount of \$13,614, to Business Unit 2811, Emergency Management, Account No. .5299, Sundry Contractual Services; and,

2. Carry over funds in the amount of \$13,614 in the 2016 Emergency Management Department Budget in Business Unit 2811, Emergency Management, Account No. .5299, Sundry Contractual Services to the 2017 Emergency Management Department Budget in Business Unit 2811, Emergency Management, Account No. .5299, Sundry Contractual Services.

All of which is respectfully submitted this 22nd day of February, 2017.

Dodge County Executive Committee:		
Russell Kottke	Dennis Schmidt	
Donna Maly	Joseph M. Marsik	
MaryAnn Miller	Jeff Berres	
David Frohling		
Dodge County Finance Committee:		
David Frohling	Thomas J. Schaefer	
Ed Benter	Richard W. Fink	
David Guckenberger		
FISCAL NOTE: Is the referenced expenditure included in the adopted 2017 Budget? NO.		
Fiscal Impact on the adopted 2017 Budget: \$13,614 (Revenue) \$13,614 (Expenditures)		
Fiscal Impact reviewed by the Dodge County Finance Committee on February 14, 2017.		
David Frohling, Chairman Dodge County Finance Committee	_	



DODGE COUNTY – STATE OF WISCONSIN OFFICE OF EMERGENCY MANAGEMENT

Amy B. Nehls Director

Joseph M. Meagher
Deputy Director

DODGE COUNTY LAW ENFORCEMENT CENTER
124 West Street ● Juneau, Wisconsin 53039
Phone: (920) 386-3999 ● Fax: (920) 386-3994

MEMORANDUM

Emergency Management

Planning

Response

Recovery

Mitigation

Emergency Planning &

Community Right-to-Know Act

Hazmat

Homeland Security

Local Emergency

Planning Committee

TO:

Dodge County Finance Committee

FROM:

Amy B. Nehls, Emergency Management Director

DATE:

November 7, 2016

SUBJECT:

Recommendation from Executive Committee to Finance Committee to

Allocate and Carry-over 2015 Redistribution dollars

Dodge County Emergency Management received a check on October 3, 2016, from Wisconsin Emergency Management, in the amount of \$13, 614.42, which was a redistribution of the 2015 Emergency Management Planning Grant (EMPG) funds. Redistribution funds are unallocated EMPG funds the state receives and in turn redistributes, to eligible counties, in an attempt to bring the counties closer to the 50% of eligible salary and fringe expenditures. The 2016 budget reflects revenue and expense line items for redistribution funds. In the past, Dodge County has allowed Emergency Management to use redistribution funds to assist with additional projects, over and above the necessary plan of work requirements.

Recent events have made responders, nationwide, aware that there is a need to get life-saving care to injured victims quicker than customary response methods. Rescue Task Force (RTF) is the integration of law enforcement and EMS/Fire resources to provide life saving measures during an active killer or similar mass casualty event. After Action Reports (AAR's) help responders assess gaps in preparedness and response. Recent emergencies and exercise AAR's, in Dodge County, have identified the need for additional collaboration and training on Rescue Task Force and Search and Rescue techniques. To address the needs identified, Dodge County Emergency Management is currently working with local response agencies to host several full day training sessions. In order to host effective training sessions, which will train responders throughout Dodge County, there is a need to fund the costs of adjunction instructors, training props, hand-outs, preparedness kits, and consumables. Although committees are already working on both subjects, due to time and scheduling constraints, the training will not be completed in 2016.

On November 7, 2016, the Executive Committee supported and recommended approval of the request to allocate the entire balance of \$13,614 in redistribution funds and to carry-over the allocated funds into 2017, to BU 2811.5299 for the <u>specific purpose</u> of collaborating with and training local response agencies in RTF and Search and Rescue techniques.

Thank you for your continuous support!

Sincerely,

Citizen Corps

Amy B. Nehls, Director

Dodge County Emergency Management

Zev D. Kianovsky Asst. Corporation Counsel (920) 386-3881 Julie K. Wilhelm

Asst. Corporation Counsel (920) 386-3593

Kathilynne A. Grotelueschen

Asst. Corporation Counsel (920) 386-4337 **County of Dodge**

Office of Corporation Counsel

127 E. Oak Street
Fourth Floor, Administration Bldg.
Juneau, WI 53039-1329
Fax (920) 386-3596

John F. Corey Corporation Counsel (920) 386-3592 Kelly L. Lepple
Secretary to Corporation Counsel
(920) 386-3590
Karen S. Schultz
Administrative Assistant
(920) 386-3964
Rachel E. Davison
Legal Secretary I

(920) 386-3591

MEMO

TO:

Dodge County Executive Committee

FROM:

Kathilynne A. Grotelueschen Assistant Corporation Counsel

DATE:

January 30, 2017

RE:

Update on Contracts Reviewed by Corporation Counsel

The following is a list of the contracts reviewed by the Office of Corporation Counsel during the previous month, as well as information regarding the status of those contracts:

- 1. Agreement between the Dodge County Sheriff's Office and Dodge County Emergency Response Team (DCERT):
 - a. Negotiations are still ongoing. The Sheriff and I participated in a conference call with WMMIC on January 20, 2017, to gather information regarding Dodge County's insurance policy and coverage of DCERT members, if any.
- 2. Partnership Agreement with the Jefferson County Beonomic Development Consortium and Glacial Heritage Development Partnership:
 - a. The Partnership Agreement was amended to include a signature line for the Chairperson of the Jefferson County Board of Supervisors.
- 3. Otis Elevator Maintenance Contracts:
 - a. Negotiation of these contracts was completed.
- 4. Contract with IndentiSys for maintenance of an ID Card printer in the Emergency Management Department:
 - a. Negotiation of this contract has completed and we are waiting on signatures.
- 5. Contract with Aramark for Food Services at the Dodge County Jail:
 - a. Negotiations are ongoing. This contract was reviewed and my proposed changes were submitted to Aramark at the end of December. I am waiting for a response from Aramark.

- 6. Contract with Correct Care Services (CCS) for Health Care Services at the Dodge County Jail:
 - a. Negotiations are ongoing. This contract was reviewed and my proposed changes were submitted to CCS at the end of December. On Friday, January 27, 2017, we received an initial response to those changes and I expect to receive a revised draft from CCS soon.
- 7. Contract between the Dodge County Sheriff and the Green Lake County Sheriff for temporary use of jail space:
 - a. I reviewed a proposed agreement between the Dodge County Sheriff and the Green Lake County Sheriff for the temporary placement of Dodge County Inmates in the Green Lake County Jail during construction at the Dodge County Jail. My suggested changes have been submitted to Green Lake County for review.

Please do not hesitate to contact this office if you have any questions or concerns regarding this information. Thank you.

RESOLUTION NO.	
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TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN MEMBERS,

WHEREAS, the Jefferson County Economic Development Consortium (hereinafter the "JCEDC") was formed in 2003 and consists of the following member communities: Jefferson County, Cambridge, Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Waterloo, Watertown, and Whitewater; and,

WHEREAS, the JCEDC serves as the lead economic development organization in the Jefferson County area and was formed to achieve the economic development goals of the area; and.

WHEREAS, the JCEDC has created a new public-private nonprofit organization, Glacial Heritage Development Partnership (hereinafter "GHDP"), to lead and coordinate the area's strategic efforts in economic development; and,

WHEREAS, GHDP will contract with the JCEDC for staff to manage implementation of GHDP's 5-year plan, the 2017-2022 Strategic Plan, throughout the region; and,

WHEREAS, the 2017-2022 Strategic Plan has four distinct areas of focus:

- 1. Business: Grow Businesses, Capital Investment and Employment Opportunities;
- 2. Workforce: Attract, Develop, and Align Talent;
- 3. Build Capacity: Grow the GHDP's capacity to execute professional economic development programs and services; and,
- 4. Marketing: Raise awareness of the area's assets to attract business investment, talent, and visitors with discretionary dollars; and,

WHEREAS, in order to implement these goals, GHDP intends to secure funding via a capital campaign; and,

WHEREAS, the Dodge County Executive Committee believes it would be beneficial for the Dodge County Board of Supervisors to take additional action to promote economic development throughout Dodge County; and,

WHEREAS, the Executive Committee, the JCEDC, and GHDP, recognize the benefits of taking a regional approach to economic development; and,

WHEREAS, GHDP is willing to provide economic development services and expand the scope of the 2017-2022 Strategic Plan to include Dodge County; and,

WHEREAS, the Executive Committee believes that entering into a Partnership Agreement with the JCEDC and GHDP will supplement Dodge County's existing work on economic development; and,

WHEREAS, the Executive Committee recommends that Dodge County enter into a Partnership Agreement with the JCEDC and GHDP to promote economic development in the Jefferson and Dodge County region; and,

WHEREAS, a copy of a proposed Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership has been marked for identification as Exhibit "A", and has been attached hereto; and,

WHEREAS, the Executive Committee recommends to the Dodge County Board of Supervisors that the Dodge County Board of Supervisors:

- 1. Approve the proposed Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership; and,
- 2. Authorize and direct the Chairman of the Dodge County Board of Supervisors and the Dodge County Clerk to sign, on behalf of Dodge County, the proposed Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership;
- SO, NOW, THEREFORE, BE IT RESOLVED, that the Dodge County Board of Supervisors hereby:
 - 1. Approves the Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership, a copy of which has been marked for identification as Exhibit "A", and has been attached hereto; and,
 - 2. Authorizes and directs the Chairman of the Dodge County Board of Supervisors and the Dodge County Clerk to sign, on behalf of Dodge County, the Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership.

All of which is respectfully submitted this 22nd day of February, 2017.

Dodge County Executive Committee:

Russell Kottke	David Frohling
Donna Maly	Jeff Berres
MaryAnn Miller	Joseph Marsik
Dennis Schmidt	
FISCAL NOTE: Is the referenced expenditure included in the adopted 2017 Budget? YES.	
Fiscal Impact on the adopted 2017 Budget: \$0.00.	
Fiscal Impact reviewed by the Dodge County Finance Committee on February 14, 2017.	
David Frohling, Chairman Dodge County Finance Committee	

Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership

THIS AGREEMENT (the "Agreement") is made by and between the Jefferson County Economic Development Consortium (the "JCEDC"), Glacial Heritage Development Partnership ("GHDP"), and Dodge County, Wisconsin (the "County").

WHEREAS, the JCEDC was formed in 2003 and consists of the following member communities: Jefferson County, Cambridge, Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Waterloo, Watertown, and Whitewater; and,

WHEREAS, the JCEDC serves as the lead economic development organization in the Jefferson County area and was formed to achieve the economic development goals of the area; and,

WHEREAS, the JCEDC has created a new public-private nonprofit organization, GHDP, to lead and coordinate the area's strategic efforts in economic development; and,

WHEREAS, GHDP will contract with the JCEDC for staff to manage implementation of GHDP's 5-year plan, the 2017-2022 Strategic Plan, throughout the region; and,

WHEREAS, the 2017-2022 Strategic Plan has four distinct areas of focus:

- 1. Business: Grow Businesses, Capital Investment and Employment Opportunities;
- 2. Workforce: Attract, Develop, and Align Talent;
- 3. Build Capacity: Grow the GHDP's capacity to execute professional economic development programs and services;
- 4. Marketing: Raise awareness of the area's assets to attract business investment, talent, and visitors with discretionary dollars.

WHEREAS, In order to implement these goals GHDP intends to secure funding via a capital campaign; and,

WHEREAS, the County desires to promote economic development throughout Dodge County; and,

WHEREAS, the County, the JCEDC, and GHDP, recognize the benefits of taking a regional approach to economic development; and,

WHEREAS, GHDP is willing to provide economic development services and expand the scope of the 2017-2022 Strategic Plan to include Dodge County; and,

WHEREAS, entering into this Agreement with the JCEDC and GHDP will supplement the County's existing work on economic development;

NOW, THEREFORE, it is hereby agreed by and between the JCEDC, GHDP, and the County, as follows:

- 1. <u>Purpose</u>. The parties desire to work together to coordinate and advance economic development throughout the Jefferson and Dodge County region.
- 2. <u>Effective Date</u>. This Agreement shall become effective on the date of last signature below, but no later than March 31, 2017, and shall continue through December 31, 2021, unless terminated in accordance with the provisions of Section 9 herein.
- 3. Payment. The County shall pay to the JCEDC a lump sum of \$85,000 annually from 2017 through 2021. The first payment shall be made within thirty (30) days of the effective date of this Agreement, with annual payments to be made on or before March 31st, each year thereafter. Payment shall be sent to: 864 Collins Road, Jefferson, WI 53549

The funds paid by the County under this Section shall be limited to use by the JCEDC to carry out activities and programming in Dodge County, as directed by GHDP.

4. Obligations of the JCEDC.

- A. The JCEDC staff members, under contract with and at the direction of GHDP, shall provide economic development services to all of Dodge County. Services provided shall include, but are not limited to, the following:
 - i. Business Retention and Expansion visits. Professional economic development staff will conduct targeted visits with up to 30 of Dodge County's primary employers in year one to ascertain barriers to growth and identify key local assets utilized by employers. Said visits shall assist the JCEDC staff in forming an economic development plan for the work to be completed in Dodge County during years two through five of this Agreement.
 - ii. Direct Expansion Assistance. Provide professional, timely and appropriate assistance to businesses considering new capital investments in Dodge County.
 - iii. Coordinate with regional entities to provide marketing and outreach that supports new business investments in Dodge County.
 - iv. Work with Dodge County Planning and others to compile an asset inventory of sites, buildings, and other resources that are in place to support business growth within Dodge County, and identify gaps that would serve as the basis for future asset development work.
 - v. Promote Dodge County's business assets on the GHDP Website and in outreach and marketing materials.
 - vi. Assist with the development of marketing materials for business attraction to Dodge County.

- vii. Assist and coordinate with development of a Prospect Identification process designed to identify businesses in targeted industry sectors in Dodge County.
- viii. Work with Dodge County Planning to ensure accurate demographic data, and information on available sites and buildings, are current and that all pertinent data is posted on appropriate websites.
- ix. Talent Attraction. Assist and coordinate in the development and implementation of a marketing strategy designed to attract workers to Dodge County.
- B. The JCEDC staff, under contract with GHDP, within one (1) year from the execution of this Agreement, shall prepare and present a report to the County and GHDP containing the issues and needs identified in Dodge County and the recommended actions to address those issues and needs.

5. Obligations of GHDP.

- A. GHDP, in its bylaws, shall provide that the County has one permanent seat on the GHDP Board of Directors. The chair of the Dodge County Board of Supervisors shall annually appoint one (1) individual, and one (1) alternate, to fill the seat on the GHDP Board of Directors.
- B. GHDP shall, within fourteen (14) months of execution of this Agreement, amend its 2017-2022 Strategic Plan to incorporate provisions of the report created by the JCEDC staff under Section 4.B., to address the issues and needs identified, in order to establish a regional approach to economic development.
- C. GHDP shall work with the Executive Committee of the Dodge County Board of Supervisors and business leaders, on an annual basis, to determine which specific services will be provided to the County and which areas of concern the County desires to focus on, within the framework of services performed by JCEDC.
 - i. This shall be discussed at a regularly scheduled meeting of the Executive Committee, with the first discussion to take place in September 2017.

6. Obligations of the County.

- A. The County shall work cooperatively with GHDP and the JCEDC staff in arranging and coordinating meetings with local businesses and professionals, including finding locations and setting up for the meetings.
- B. The County shall provide an office space, as an in kind donation, for the JCEDC staff to utilize while providing services in Dodge County.
 - i. The office shall be located in the Land Resources and Parks Department on the 3rd Floor of the Dodge County Administration Building, 127 E. Oak Street, Juneau, WI 53039.

ii. The JCEDC staff shall be responsible for having his or her own computer, or other electronic device, and telephone.

7. Reports.

- A. GHDP shall provide semi-annual reports to the Dodge County Administrator, the Chair of the Dodge County Board of Supervisors, and the Dodge County Executive Committee regarding GHDP's activities that period, including aggregate data, and anticipated action for the upcoming period.
 - i. GHDP shall prepare such reports and cause them to be received by County not later than the 5th day of the month that is six (6) months from the date this Agreement is executed; and on a semi-annual basis, thereafter.
 - ii. Reports shall set forth a detailed description of the economic development services that GHDP provided to the County including aggregate reports on existing business visits; on expansion assistance requests; on actions taken to address barriers and opportunities identified, and on progress towards building and then promoting business-related assets.
- B. GHDP shall provide annual written and oral reports to the Dodge County Board of Supervisors each September, commencing September 2017.
- 8. <u>Independent Contractors</u>. It is mutually agreed and understood that the JCEDC staff members, including those providing specific services to the County, are at all times acting and performing as independent contractors. Nothing is this Agreement shall be construed to create an employer-employee relationship between the JCEDC staff members and the County.
- 9. <u>Termination</u>. This Agreement may be terminated by either party upon six (6) months written notice to the non-terminating party.
- 10. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.
- 11. <u>Amendments</u>. This Agreement may be revised, modified, or amended only upon written agreement of the Parties. All modifications, amendments, or alterations shall be set forth in writing and made a part of this Agreement by incorporated reference.
- 12. Governing Law & Forum. This Agreement shall be governed by the laws of the State of Wisconsin. Venue as to any dispute that may arise under this Agreement shall be in the Circuit Court of Dodge County, Wisconsin.
- 13. <u>Counterparts</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

- 14. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. Any and all prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement.
- 15. <u>Assignment</u>. The parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities contained herein, except as agreed to in writing.

IN WITNESS WHEREOF, GHDP, the JCEDC, and the County certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules, and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates indicated below.

By: ______ Matt Mauthe, Chair Glacial Heritage Development Partnership Date: ______ Jefferson County Economic Development Consortium By: ______ John David, Chair Jefferson County Economic Development Consortium Date: ______ Jefferson County, Wisconsin By: ______ James Schroeder, Chairperson Jefferson County Board of Supervisors

Date:

Glacial Heritage Development Partnership

Dodge County, Wisconsin

By:	
•	Russell Kottke, Chairman
	Dodge County Board of Supervisors
Date	e:
By:	
•	Karen Gibson
	Dodge County Clerk
Data	۵۰



Office of

CITY MAYOR

JOHN DAVID Mayor

January 11, 2017

James Mielke
Dodge County Administrator
127 E. Oak Street
Juneau, WI 53039

Hi Jim,

Here is a random list of things that the JCEDC has initiated, collaborated on and finished. These are not in any order. They come from my memory, annual reports and input from Administrators and others in the County.

- A grant for Metal Tech 2004
- A grant for Clausen Quality Chocolates
- Idle Free Start-up Grant
- Organize County Job Fairs
- Tourism Working on County Trails and Bike Routes, partnered with local Chambers of Commerce to promote tourism
- Received a \$250,000.00 grant from WEDC/CDI
- Grant for Creamery Building Restoration Downtown Fort Atkinson
- Quote from County Administrator, "Great sounding board for Economic Development, great to bounce ideas off of. Do not have local staff for that."
- Runs and coordinates the Jefferson County Home Consortium
- Councils families and helps facilitate loans
- Runs Jefferson County Economic Revolving Loan Fund
- Collaborates with Jefferson County Tourism
- Coordinated the Jefferson County Flood Recovery Program through the State DOA
- Many business loans made through the program
- Administers the Jefferson County CDBG/ED Grants Program Assistance for local businesses Rushing Waters
 Fisheries LLC
- Assisted Foremost Buildings, Rivers Edge Meat Market, DJC CPA's and Advisors assisted Jefferson Area Business
 Center
- \$2,000,000,00 restorations
- Assisted A1 Cable in relocation to Waterloo
- Assisted Town of Sullivan in repairs at the Rome Mill pond
- Assists in Tourism and Marketing of Jefferson County
- Works with UW Extension on various ED implementation Programs and activities
- Works with the leaders of Johnson Creek, Cambridge, Lake Mills, Ixonia, Waterloo, Helenville, Watertown, Fort Atkinson and Jefferson on Economic Development Programs
- Regional Planning for Economic Development with Thrive, Madrep, M7 and Columbia, Dane, Dodge, Rock Sauk,
 Jefferson, Green and Iowa Counties
- Joined the WRRTC to promote freight rail in Jefferson County and Southern Wisconsin

- Launched the GHDP and merged with WEDO
- Developed marketing materials for Sight Selectors and provides research and analysis
- Provides grant writing assistance
- Worked with Watertown Branding Committee to help develop the City's new brand
- Keeps a list of business sites in the County
- Worked with Create A Pack Foods in Ixonia on 100,000 sq. ft. expansion
- Helped Trek with a 300,000 sq. ft. Distribution Center in Johnson Creek and I-94
- Helped Ball Corporation with a \$21,000,000.00 renovation in Fort Atkinson
- Worked with WEDO to find 75,000 sq. ft. of additional warehouse space for Kone Cranes
- Worked with WEDO and the City on a 25,000 sq. ft. addition for Glory Global Solutions, Watertown
- Has worked with the City of Jefferson and Jefferson County on the establishment of a new Medical College in Jefferson
- Developed a Hotel and Event Space Demand Analysis for Jefferson County
- Worked with UW Whitewater to form a Fundamentals of Business Group to provide Counseling to individuals
 wanting to start a business program called Opportunity to Profit. They have helped and counseled over 400
 individuals.
- The JCEDC was directly responsible for bringing the owner of Clausen Quality Coatings to Watertown

Jim, I hope this is helpful. The reality is that I could go on with many more successes.

John David.

Good Luck!

Mayor, City of Watertown